

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**BIAL - PORTELA & CA S.A., BIAL -
HOLDING, S.A., and SUNOVION
PHARMACEUTICALS INC.,**

Plaintiffs,

C.A. No. 18-341-CFC-CJB

V.

**DR. REDDY'S LABORATORIES, LTD. and
DR. REDDY'S LABORATORIES, INC.,**

Defendants.

**BIAL - PORTELA & CA S.A., BIAL -
HOLDING, S.A., and SUNOVION
PHARMACEUTICALS INC.,**

Plaintiffs,

C.A. No. 20-784-CFC-CJB

v.

**DR. REDDY'S LABORATORIES, LTD. and
DR. REDDY'S LABORATORIES, INC.,**

Defendants.

**BIAL - PORTELA & CA S.A., BIAL -
HOLDING, S.A., and SUNOVION
PHARMACEUTICALS INC.,**

Plaintiffs,

C.A. No. 21-188-CFC

v.

**DR. REDDY'S LABORATORIES, LTD. and
DR. REDDY'S LABORATORIES, INC.,**

Defendants.

STIPULATION OF DISMISSAL

BIAL - Portela & Ca. S.A., BIAL - Holding, S.A., (collectively “Bial”) and Sunovion Pharmaceuticals Inc. (“Sunovion”) and Dr. Reddy’s Laboratories, Ltd. and Dr. Reddy’s Laboratories, Inc. (collectively “DRL”) (Bial, Sunovion, and DRL collectively “the Parties”) have settled their disputes in these actions by a settlement agreement (the “Settlement Agreement”). Now the Parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in these actions as follows:

1. This Court has jurisdiction over the subject matter of the above actions and has personal jurisdiction over the Parties.
2. As used in this Stipulation of Dismissal, (a) the term “Affiliate” means (i) an entity, which directly or indirectly, controls a Party; (ii) an entity, which directly or indirectly, is controlled by a Party; and (iii) an entity, which directly or indirectly, is in common control with a Party; for the purposes of this definition, “control” (including the term “controlled by”) of an entity means (A) the direct or indirect ownership of more than fifty percent (50%) or more of the voting stock or other voting interest in such entity, (B) the right to appoint more than fifty percent (50%) or more of the directors or management of such entity and/or (C) the power to otherwise control or direct the decisions of the board of directors or similar body governing the affairs of such entity; (b) the term “Plaintiffs” means Bial, Sunovion and their respective Affiliates; (c) the term “DRL” means DRL and its Affiliates; (d) the term “Aptiom Orange Book Patents” means U.S. Patent Nos. 8,372,431; 9,206,135; 9,566,244; 9,643,929; 9,750,747; 9,763,954; 10,675,287; 10,695,354; 10,702,536; and 10,912,781; and (e) the term “DRL Aptiom ANDA Product” means DRL’s product that is the subject of DRL’s Abbreviated New Drug Application No. 211238, including any amendments or supplements thereto.

3. DRL has admitted, for purposes of these actions, that the Aptiom Orange Book Patents are patentable, valid and enforceable with respect to the DRL Aptiom ANDA Product.

4. DRL has admitted that, for purposes of these actions, unless pursuant to a license from Plaintiffs, the manufacture, use, offer for sale, sale or importation of the DRL Aptiom ANDA Product in the United States prior to the expiration of the Aptiom Orange Book Patents, would infringe one or more of the claims of the Aptiom Orange Book Patents.

5. Except to the extent specifically authorized in the Settlement Agreement, prior to expiration of the Aptiom Orange Book Patents, DRL and its successors and assigns are enjoined from: (i) importing into the United States the DRL Aptiom ANDA Product; (ii) making, having made, using, selling or offering to sell in the Territory the DRL Aptiom ANDA Product; (iii) assisting, causing or otherwise encouraging any third party to import into the United States the DRL Aptiom ANDA Product; or (iv) assisting, causing or otherwise encouraging any third party to make, have made, use, sell or offer to sell in the United States the DRL Aptiom ANDA Product.

6. Compliance with this Stipulation of Dismissal may be enforced by Plaintiffs and their successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

7. This Court retains exclusive jurisdiction to enforce and supervise performance under this Stipulation of Dismissal and the Settlement Agreement.

8. The above actions, including any counterclaims and affirmative defenses, are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

ASHBY & GEDDES

/s/ Steven J. Balick

Steven J. Balick (#2114)
Andrew C. Mayo (#5207)
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
(302) 654-1888
sbalick@ashbygeddes.com
amayo@ashbygeddes.com

*Attorneys for Plaintiffs BIAL - PORTELA &
CA S.A. and BIAL - HOLDING, S.A.*

MORRIS, NICHOLS, ARSHT & TUNNELL
LLP

/s/ Jennifer Ying

Jack B. Blumenfeld (#1014)
Karen A. Jacobs (#2881)
Jennifer Ying (#5550)
1201 North Market Street, 16th Floor
Wilmington, DE 19801
(302) 658-9200
jblumenfeld@mnat.com
kjacobs@mnat.com
jying@mnat.com

*Attorneys for Plaintiff Sunovion
Pharmaceuticals Inc.*

SMITH, KATZENSTEIN & JENKINS LLP

/s/ Eve H. Ormerod

Neal C. Belgam (No. 2721)
Eve H. Ormerod (No. 5369)
1000 West Street, Suite 1501
Wilmington, DE 19801
(302) 652-8400
nbelgam@skjlaw.com
eormerod@skjlaw.com

*Attorneys for Defendants Dr. Reddy's
Laboratories, Ltd. and Dr. Reddy's
Laboratories, Inc.*

IT IS SO ORDERED this 8th day of December 2021.


Chief Judge